

IT Professional Technical Services Master Contract Program

Statement of Work (SOW) For Technology Services Issued By

Minnesota State Retirement System

Project Title: Content Managed Web Redesign

Service Category: Web Content Management - Metadata/Data Classification

Business Need

- The Minnesota State Retirement System (MSRS) requires the development of a Java-based, content managed web site. This solution will substantially reduce maintenance time and costs for MSRS. The content managed site will allow non-technical staff to update and maintain site content efficiently. Technical staff will have the ability to manage programming changes internally.
- The web site will provide general content rather than MSRS participant specific account information. The interactive “account online” portion of the web site is out of scope for this project, but the new site will need to link to the account online sites provided by MSRS and ING. The site will be used as a communication tool to all stakeholders (e.g. MSRS participants, employer units, board members, investors, employees).
- This project will provide the site design, staff training and implementation of the site and related system and procedural documentation.

This SOW relates only to the customization, training, documentation and implementation of software and web site. All hardware and off the shelf software acquisitions will be purchased separately.

Project Environment (State Resources)

Staff descriptions

- IS and Communications staff will serve on the project team.
 - MSRS staff will not be working on the development of the system. Two application developers will require training for any customization that MSRS technical staff will perform. Two network staff will be involved in the installation and deployment of the web server software.

MSRS System Environment:

- **Network.** The network architecture consists of multi-vendor, best of breed solutions. Currently supported technologies for web driven applications include Websphere and DB2, The new site is not required to utilize these technologies.
- The current web site is hosted at the Office of Enterprise Technology (OET) and maintained by MSRS IS staff. MSRS requires the solution to be run in a virtual environment.
- The web site is currently hosted on an IBM Http Server, but continued support in that environment is not likely and is not a requirement.
- The current system is composed of static HTML web pages and the server side includes four standardized templates. We expect this to be a complete re-design and re-architecture of the web site.

Agency Project Requirements

- All on-site work will be done through the St. Paul office with no cost parking available. No travel compensation will be included in the contract.
- Any hardware or software recommendations will be covered under a separate purchase and may be purchased from another vendor according to state purchasing requirements.
- This project does not require a dedicated project manager.
- MSRS strongly prefers the application use Java based technology, particularly if any customization to the code would be required after deployment. Internal IS staff will provide ongoing support of the web site.
- The web site should have an average response time of less than one second while accommodating 2,500 visits per day assuming that most visits typically take place between 8:00 AM and 4:00 PM (approximately 325 visitors per hour)
- Security for the web site should be handled according to industry best practices; although no private or sensitive data will exist on the site.
- Technical and non-technical training sessions, with complete procedural documentation, must be conducted prior to implementation.
- Any work requiring downtime of system equipment will not be done during standard business hours of 7:00AM – 5:00 PM.
- Compliance with Statewide Project Management Methodology (<http://www.state.mn.us/cgi-bin/portal/mn/jsp/content.do?contentid=536879578&contenttype=EDITORIAL&template=&id=-8484&subchannel=-536879888&sc2=null&programid=536879656&agency=OT/>) is required.
- Compliance with applicable industry standards is required.
- A warranty/stabilization period is required. During this time frame, 5x8 with 4 hour response time to issues (not necessarily resolved) is sufficient.

Responsibilities Expected of the Selected Vendor

The vendor will provide the following:

- MSRS prefers the vendor be on-site for meetings to gather requirements, organize content, training and knowledge transfer to IS staff. The vendor may complete other work off-site. This SOW requires all work to be performed within the borders of the United States.

- Present Work Plan to MSRS during first week.
- Provide recommended list of required hardware and software for solution.
- Develop or customize commercial or open source Java based software, with database storage to provide a content managed web site. The following are preferred features. Not all features may be required, but proposal will be rated based on best collection of features:
 - Ability to have non-technical staff create and manage content
 - Approval process for releasing content
 - Ability to create new content areas
 - Ability to roll back changes and/or view content history
 - Spell check
 - Ability to designate content owners (roles) to individual content areas of the web site
 - Ability to set follow-up dates or reminders to re-validate content is accurate on a regular basis
 - Ability to set start/expiration dates for content and have content added or removed according to schedule.
- Assist MSRS staff in developing an interface design, layout and organization structure for the web site.
 - We estimate approximately 10-15 page templates are needed. This may vary based on the vendor's proposed design.
 - Sample size and content for the consolidation may be found on following web sites: www.msrs.state.mn.us , www.mndplan.com , www.msrsinfo.com .
- Assist MSRS staff with migration of existing content to the new web site.
 - The migration content is text/PDF/image content that will be moved from the current static web site to the new content managed web site. No content is currently stored in a database of any type. This conversion does not necessarily need to be completed by the vendor submitting the proposal as this content will likely be updated or modified during this process. The vendor may propose to assist with this process if they see fit.
- Present documentation and training at St. Paul office location.
 - Provide technical training for two (2) IS staff to maintain and also provide additional customizations to the system.
 - Provide one or two (2) non-technical training sessions for a team of MSRS staff (up to 10 non-IT staff) for creation and management of web site content.
 - The vendor can determine the training method. Allocate time for follow-up questions in person or via e-mail after the user has had an opportunity to work with the system.
- Provide proposed vendor staffing list, approved by MSRS.
- Conduct weekly project status meetings with MSRS project team.
- Provide project documentation for each deliverable.
- Identify test and acceptance criteria.
- A written proposed change management process is required. Out of Scope items will be treated under a separate contract.

MSRS Responsibilities

- Three (3) to four (4) SME's will be provided to the vendor team for up to 20 hours per week. Other individuals will be involved 2-5 hours per week.
- Technical staff for development and deployment for 2-10 hours per week will be allocated to this project for the purpose of training on maintenance and deployment of software and server.
- Review, respond and/or approve within one week of receiving artifacts developed by the vendor.
- MSRS may provide tools to measure and monitor transaction performance and load testing.
- Provide work/meeting space at St. Paul office location.

Required Skills

- Assigned staff must have a minimum of 5 years demonstrated experience in Web Content Management.
- Assigned staff must have a minimum of 5 years demonstrated experience in Graphical Design/Layout.

Estimated Key Dates & Process Schedule

Activity	Due Date	Time Due
SOW Posted	11/7/2011 – 11/28/2011	
Deadline for Questions	11/14/2011	Noon
Targeted Posted Response to Questions	11/16/2011	Noon
Proposals due	11/28/2011	Noon
Finalists Notified	11/30/2011	
Targeted Proposal Evaluation and Finalist Interviews	12/5/2011 – 12/08/2011	
Anticipated proposal evaluation & decision	12/13/2011	
Contracting process begins	12/13/2011 (2-6 weeks)	
Work begins no later than	02/01/2012	
Anticipated vendor work complete	04/30/2012	
Anticipated deploy date	07/02/2012	

Questions via E-Mail

Prospective responders who have technical questions regarding this Statement of Work are asked to submit questions to: sue.willinger@msrs.us . All questions received by the due date will be posted on the OET website.

Other personnel are **NOT** authorized to discuss this Statement of Work before the submission deadline. Contact regarding this SOW with other MSRS personnel could result in disqualification.

Proposal Content

Proposals submitted to this Statement of Work must contain certain necessary information essential to understanding and evaluating the proposals. The intent is not to limit the content of the proposal. Responders may propose additional tasks or activities if they will substantially improve the services required by MSRS. The emphasis should be on the vendor's ability to satisfy the requirements of the Statement of Work. Information submitted in the proposal must be current, complete and accurate. Misrepresentation of the proposal data will be grounds for rejection of the proposal or of cancellation of the Work order (if one has been awarded), and legal remedies may be sought.

1. Organization of Proposal

It is preferred that your proposal be organized based on the outline below:

- a. Provide company background, history and experience relevant to this engagement.
- b. Project Information
 - i. Provide a cover memo:
 1. Include your understanding of MSRS' business need and indicate how the project will meet the requirements.
 2. Indicate any conflict of interest.
 - a. Provide a list of all entities with which responder has a relationship that create, or appear to create, a conflict of interest with the work that is contemplated in this Work Order. The list should indicate the name of the entity, the relationship and a discussion of the conflict. If there is no conflict of interest, you must indicate "No conflict of interest".
 - b. Warrant that to the best of respondent's knowledge and belief, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest.
 - c. State all exceptions you have to the language of the Standard State Contract template which is attached to the Work Order. If there are no language exceptions, indicate "No contract language exceptions".
 - ii. Provide a detailed proposed work plan.
 1. Explain how you will approach the project.
 2. Identify all milestones and deliverables.
 3. If modification is required, please describe each modification.
 - iii. Include a list of personnel who will provide the service, detailing their training and work experience, and their relationship to your company. Include resumes.
 - iv. Indicate the expected level of MSRS' participation in the project. Detail cost allowances/estimated MSRS expense for this participation.
 - v. Document project management (e.g. quality management, risk assessment/management, change management process).
 - vi. Include samples of your proposed solution with your proposal. You may include similar web addresses or screen prints of proposed website layouts. You will be asked to demonstrate your samples if selected as a vendor finalist.

- vii. Include description of required software/hardware configuration.
- c. Submit all company documents that MSRS may be required to sign or agree to. Submitted documents are subject to pre-review by the Office of the Attorney General and/or Department of Administration.
- d. Provide three references of similar work you have provided.
 - i. All references must include a web address (sample URLs) of the completed site, contact information. Contact must be allowed to discuss applicable product and service offerings with MSRS. No references will be contacted without prior notification to the respondent.

Proposal Submission

The Content Managed Web Redesign submission consists of two separate parts: 1) Proposal Detail: comprised of general and technical information and requirements, and 2) Cost Proposal; specific project costs. The Cost Proposal must be completely separate from the Proposal Detail; submitted in a single sealed envelope. See complete instructions below:

1. Proposal Detail

- a. Submit **one (1) original copy** of your proposal with no pricing information included.
 - i. Clearly mark envelope as “Original Copy” with company name.
 - ii. Include transmittal letter signed in ink by an authorized member of the company.
 - iii. Include a signed Affidavit of Non-Collusion form, <http://www.mmd.admin.state.mn.us/doc/noncollusion.doc> , in the original copy.
 - iv. Include the Veteran-Owned/Service Disabled Veteran-Owned Preference Form if applicable, <http://www.mmd.admin.state.mn.us/doc/vetpref.doc> , in the original copy.
- b. Submit **three (3) hard copies** of the original. Do not include any pricing information in these copies.

2. Cost Proposal

Respondents must ensure that all cost information is restricted to the “Cost Proposal” document ONLY. No costing information may be communicated in the Proposal Detail document.

- a. Provide a signed **original cost proposal** and **three (3) copies** of the cost proposal. Seal the cost proposals separately in an envelope clearly marked “Cost Proposal” along with your vendor name. For the purposes of completing the cost proposal, MSRS does not make regular payments based on the passage of time; it only pays for services performed or work delivered after it is accomplished satisfactorily. Provide a breakdown compensation for services. Include hourly rates for services provided, licensing costs, professional services, support maintenance costs for 5 years, including any warranty. Additional categories may be added at your discretion.

- b. Identify the level of MSRS' participation in the contract, as well as any other services to be provided by our agency and provide details of cost allowances for this participation.
- c. Provide a cost proposal expiration date.

3. Electronic Copy

- a. Submit **one (1) complete additional proposal in electronic format of the original**, either CD or DVD. Include all cost information in the electronic submission.

All proposals must be received no later than **12:00 p.m.** CT on Monday, November 28, 2011.

Proposals may be hand delivered or mailed to:

Minnesota State Retirement System
Sue Willinger, Contract Administration
60 Empire Drive, Suite 300
St. Paul, MN 55103

Fax and email proposals will not be considered.

Late proposals will not be considered.

All costs incurred in responding to this SOW will be borne by the responder.

Proposals will be evaluated on an "overall best value" as specified below.

SOW Evaluation Process

Those proposals meeting the "Required Skills" and received by the deadline will be evaluated by representatives of MSRS. Score solutions are based on the following:

- Company and project staff qualifications and experience (20%)
- Three References of comparable work (5%)
- Proposed Work Plan (20%)
- Samples of design work and system and procedural documentation (25%)
- Cost (30%)

The vendor providing the "best value" solution will be notified and contract negotiations will begin.

This Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.

General Requirements

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Liability

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this SOW, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

IT Accessibility Standards

Responses to this solicitation must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at:
http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Nonvisual Access Standards

Nonvisual access standards, required under Minn Stat 16C.145 require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. Eligible TG

businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-owned/Service Disabled Veteran-Owned Preference

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive up to a 6 percent preference in the evaluation of its proposal.

Eligible veteran-owned small businesses include CVE verified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Minnesota Statute §16C.16, subd. 6a).

Information regarding CVE verification may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned small businesses should complete and **sign** the **Veteran-Owned Preference Form** in this solicitation. Only eligible, CVE verified, veteran-owned small businesses that provide the required documentation, per the form, will be given the preference.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the _____ Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Representative (Please Print) _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public

My commission expires: _____

**STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES
WORK ORDER CONTRACT**

This work order contract is between the State of Minnesota, acting through its [FILL IN THE NAME OF YOUR AGENCY OR BOARD. EXAMPLE: "commissioner of _____" OR "director of _____."] ("State") and [GIVE THE FULL NAME OF THE CONTRACTOR INCLUDING ITS ADDRESS] ("Contractor"). This work order contract is issued under the authority of Master Contract T-Number _____, CFMS Number _____, and is subject to all provisions of the master contract which is incorporated by reference.

Work Order Contract

1 Term of Contract

- 1.1 **Effective date:** [SPELL OUT FULL DATE (e.g., April 1, 2001)], or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
The Contractor must not begin work under this contract until this contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration date:** [SPELL OUT FULL DATE (e.g., April 1, 2001)], or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contractor's Duties

The Contractor, who is not a state employee, will:

[PROVIDE SUFFICIENT DETAIL IN THE DUTIES SO THAT YOU CAN HOLD THE CONTRACTOR ACCOUNTABLE FOR THIS WORK.]

3 Consideration and Payment

- 3.1 **Consideration.** The State will pay for all services performed by the Contractor under this work order contract as follows:

Compensation. The Contractor will be paid [EXPLAIN HOW THE CONTRACTOR WILL BE PAID. EXAMPLES: "an hourly rate of \$_____ up to a maximum of _____ hours, not to exceed \$_____;" or "a lump sum of \$_____." IF YOU ARE USING A BREAKDOWN OF COSTS AS AN ATTACHMENT USE THE FOLLOWING, "ACCORDING TO THE BREAKDOWN OF COSTS CONTAINED IN EXHIBIT B, WHICH IS ATTACHED AND INCORPORATED INTO THIS WORK ORDER CONTRACT.]

Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order contract will not exceed \$ [INSERT TOTAL TRAVEL BUDGET HERE. IF NONE, INSERT "\$0.00"].

(3) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Contractor under this work order contract will not exceed \$[THIS MUST BE THE TOTAL OF 3.1(A) AND 3.1(B) ABOVE].

3.2. **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:
[EXAMPLE: "Upon completion of the services," OR IF THERE ARE SPECIFIC DELIVERABLES, LIST HOW MUCH WILL BE PAID FOR EACH DELIVERABLE. THE STATE DOES NOT PAY MERELY FOR THE PASSAGE OF TIME.]

4 Project Managers

The State's Project Manager is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER]. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Project Manager is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER]. If the Contractor's Project Manager changes at any time during this work order contract, the Contractor must immediately notify the State.

5. Liability Limitation

This Work Order Contract is governed by the existing executed State of Minnesota Professional and Technical Contract between the State of Minnesota and _____. The Contractor must indemnify, save and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Contractor or the contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

CFMS Contract No. B-_____

2. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____

(with delegated authority)

Title: _____ Asst. Executive Director

Date: _____